

GENERAL TERMS AND CONDITIONS - NAGOI

Article 1 General

1. These conditions apply to every offer, quotation and agreement between NAGOI, hereinafter referred to as: "Contractor", and a Client to which the Contractor has declared these conditions to be applicable, insofar as the parties have not deviated from these conditions explicitly and in writing. .
2. The present conditions also apply to agreements with the Contractor, for the performance of which third parties must be involved by the Contractor.
3. The applicability of any purchase or other conditions of the Client is expressly rejected.
4. If the Contractor does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2 Quotations and offers

1. All offers and offers from the Contractor are without obligation, unless the offer contains a term for acceptance.
2. The Contractor cannot be held to its quotes or offers if the Client can reasonably understand that the quotes or offers, or any part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administrative costs, unless stated otherwise.
4. A composite quotation does not oblige the Contractor to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Contract duration, implementation and amendment of the agreement

1. The agreement between the Contractor and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a period has been agreed or stated for the execution of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client, therefore, give Contractor notice of default in writing. The contractor must be offered a reasonable period to still execute the agreement.
3. The contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of science.
4. The contractor has the right to have certain work performed by third parties. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
5. If, in the context of the assignment, work is performed by the Contractor or third parties engaged by the Contractor at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge.
6. The contractor is entitled to execute the agreement in different phases and to invoice the thus executed part separately.
7. If the agreement is executed in phases, the Contractor may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
8. The Client will ensure that all data, which the Contractor indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to the Contractor in a timely

manner. If the information required for the execution of the agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and / or to charge the Client the additional costs resulting from the delay in accordance with the then usual rates. bring.

9. If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement it, then the parties will timely and in mutual consultation adjust the agreement. If the nature, scope or content of the agreement is changed and the agreement is thereby changed qualitatively and / or quantitatively, the originally agreed amount can also be increased or decreased. The Contractor will provide a quotation in advance as much as possible. By an amendment of the agreement, the originally specified term of execution can also be changed.
10. If the Client should fail to properly comply with what he is obliged to the Contractor, the Client is liable for all damage on the part of the Contractor caused directly or indirectly.
11. If the Contractor agrees a fixed fee or fixed price with the Client, the Contractor is nevertheless entitled at all times to increase this fee or this price without the Client in that case being entitled to terminate the agreement for that reason, if the increase in the price arises from a power or obligation under the law or regulation or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.

Article 4 Suspension, dissolution and premature termination of the agreement

1. The Contractor is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not fulfill the obligations under the agreement, or does not fulfill them fully or in time, after the conclusion of the agreement the Contractor has given good grounds for circumstances. to fear that the Client will not comply with the obligations if the Client was requested at the conclusion of the agreement to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the side the Client can no longer be required of the Contractor to fulfill the agreement under the originally agreed conditions.
2. Furthermore, the Contractor is entitled to dissolve the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are such that unaltered maintenance of the agreement cannot reasonably be are required.
3. If the agreement is dissolved, the Contractor's claims against the Client are immediately due and payable. If the Contractor suspends compliance with the obligations, it will retain its rights under the law and the agreement.
4. If the Contractor proceeds to suspension or dissolution, he is in no way obliged to pay compensation for damage and costs in any way.
5. If the dissolution is attributable to the Principal, the Contractor is entitled to compensation for the damage, including the costs, thereby arising directly and indirectly.
6. In case of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the attachment has not been lifted within three months - will be charged to the Client, debt restructuring or any other circumstance as a result of which the Client will not the Contractor is free to dispose of his assets for longer, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the

order or agreement, without any obligation on his part to pay any compensation or compensation. In that case, the Contractor's claims against the Client are immediately due and payable.

7. If the Client cancels a placed order in whole or in part, the work that has been carried out and the goods ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, be charged in full to the Client.

article 5 Force majeure

1. The Contractor is not obliged to comply with any obligation to the Client if he is hindered to do so as a result of a circumstance that is not due to fault, and is not at his expense under the law, an act of marriage or traffic-related opinions. coming.

2. Force majeure in these general terms and conditions means, in addition to what is understood in this respect in law and case law, all external causes, foreseen or unforeseen, over which the Contractor cannot exert influence, but as a result of which the Contractor is unable to fulfill its obligations. to come. This includes strikes in the company of the Contractor or of third parties. The Contractor is also entitled to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled his obligation.

3. The contractor can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.

4. To the extent that the Contractor has partially fulfilled or will be able to fulfill its obligations under the agreement at the time of the occurrence of force majeure, and independent value is attributed to the part that has been fulfilled or to be fulfilled, the Contractor is entitled to fulfill or already fulfill come to invoice part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must always be made within 14 days after the invoice date, in a manner to be indicated by the Contractor in the currency in which it was invoiced, unless stated otherwise in writing by the Contractor. The contractor is entitled to invoice periodically.

2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

3. The Contractor has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal and accrued interest. The Contractor can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment. The contractor can refuse full payment of the principal sum, if the outstanding and accrued interest and collection costs are not also paid.

4. If the Client is in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if the Contractor has incurred higher collection costs that were reasonably necessary, the costs actually incurred are eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

4. To the extent that the Contractor has partially fulfilled or will be able to fulfill its obligations under the agreement at the time of the occurrence of force majeure, and independent value is attributed to the part that has been fulfilled or to be fulfilled, the Contractor is entitled to have it already fulfilled.

Article 7 Liability

1. If the Contractor is liable, then this liability is limited to what is arranged in this provision.

2. The Contractor is not liable for damage, of whatever nature, that arises because the Contractor has assumed incorrect and / or incomplete information provided by or on behalf of the Client.

3. If the Contractor is liable for any damage, the liability of the Contractor is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.

4. The Contractor's liability is in any case always limited to the amount of the payment from his insurer, if applicable.

5. The contractor is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred in connection with the faulty performance of the Contractor. to have the agreement answered, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. The contractor is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

Article 8 Indemnity

1. The Client indemnifies the Contractor against any claims by third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than the Contractor. If the Contractor should be held liable by third parties for this reason, the Client is obliged to assist the Contractor both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, the Contractor is entitled, without notice of default, to do so itself. All costs and damage on the part of the Contractor and third parties that arise as a result of this are fully for the account and risk of the Client.

Article 9 Intellectual property and confidentiality

1. The Contractor reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained by the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is brought to the attention of third parties.

2. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

Article 10 Applicable law and disputes

1. All legal relationships to which the Contractor is a party are exclusively governed by Dutch law.

2. The judge in the place of business of the Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to a court that has jurisdiction according to the law.

3. Parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.

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